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~~NOTICE OF CONFIDENTIALITY RIGHTS:~~ <sup>PGS 2</sup> <sup>\$38.00</sup> IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**AMENDMENT TO OIL AND GAS LEASE  
TO INCLUDE ADDITIONAL LANDS**

State: Texas  
 County: Tarrant  
 Lessor: Edmund Young Van Zandt  
 4072 Kaluamanu  
 Honolulu, HI 96816  
 Lessee: XTO Energy Inc.  
 810 Houston Street  
 Fort Worth, TX 76102  
 Effective Date: April 13, 2007

Lessee, named above, is the present owner of an Oil and Gas Lease (the "Lease"), dated April 13, 2007, from Lessor, named above, to David H. Arrington Oil & Gas, Inc., filed of record as a Memorandum of Oil and Gas Lease (the "Memorandum"), and recorded as Tarrant County Clerk's Document No. D207168713, Official Public Records, Tarrant County, Texas. The Lease is subject to that Assignment and Bill of Sale dated September 1, 2007, Tarrant County Clerk's Document No. D207355178, Official Public Records, Tarrant County, Texas.

At the time the Lease was entered into, the description of the lands contained in the Lease and Memorandum was believed by Lessor and (the original) Lessee to cover, and was intended by them to cover, certain lands owned by Lessor.

Since the execution, delivery, and recording of the Lease and Memorandum, it has been discovered that the description of lands contained in the Lease and Memorandum does not adequately describe all of the lands Lessor intended to lease to Lessee. Lessor and Lessee desire to amend and supplement the description of lands contained in the Lease and Memorandum to add in and include an additional tract of land to be covered by the Lease and Memorandum.

For adequate consideration, and the further consideration of the obligations and agreements contained in the Lease, Lessor acknowledges and agrees that in addition to the lands already covered by the Lease and Memorandum, the Lease and Memorandum shall also cover, and the Lease and Memorandum are amended and supplemented, so that same now cover and include the following additional tract of land in the county and state named above (the "Additional Lands"):

1.050 acres, more or less, out of the M. Hunt Survey, A-761, Tarrant County, Texas and being that portion of a 10.70 acre tract, described in a Warranty Deed, dated June 20, 1950, from Ella Young, et al, to Texas Electric Service Company, recorded in Volume 2210, Page 307, Deed Records, Tarrant County, Texas located adjacent to 5.2894 acres, more or less, being more particularly described, in two (2) tracts, as 0.2894 acres, more or less, described in a Warranty Deed dated March 1, 1972, from Walter Kaufmann and wife, Nancy Kaufmann, et al, to the Town of Lakeside, recorded in Volume 5305, Page 34, Deed Records, Tarrant County, Texas; and 5.00 acres, described in a Warranty Deed dated January 10, 1975, from Walter Kaufmann and wife, Nancy Kaufmann, et al to the Town of Lakeside, recorded in Volume 5764, Page 120, Deed Records, Tarrant County, Texas; and

5.2894 acres, more or less, located in the M. Hunt Survey, A-761, Tarrant County, Texas, being more particularly described in two (2) tracts, as follows:

A. 0.2894 acres, more or less, being the same lands described in a Warranty Deed dated March 1, 1972, from Walter Kaufmann and wife, Nancy Kaufmann, et al, to the Town of Lakeside, recorded in Volume 5305, Page 34, Deed Records, Tarrant County, Texas; and

B. 5.00 acres, more or less, being the same land described in a Warranty Deed dated January 10, 1975, from Walter Kaufmann and wife, Nancy Kaufmann, et al, to the Town of Lakeside, recorded in Volume 5764, Page 120, Deed Records, Tarrant County, Texas.

And the total acres shall now be 62.5894 acres, more or less.

Lessor ratifies, adopts, and confirms the Lease and Memorandum and extends the Lease and Memorandum to cover the additional lands described in this Amendment as if the description of lands set out in the Lease and Memorandum had originally included the additional lands in the Lease. Lessor grants, leases, and lets to Lessee, its successors and assigns, the lands described in the Lease and Memorandum and the additional lands described in this Amendment for the purposes and upon the terms, conditions, and provisions contained in the Lease.

This Amendment shall be binding for all purposes on Lessor and Lessor's successors, heirs and assigns.

This Amendment is signed by Lessor as of the date of the acknowledgment of signature below, but is effective for all purposes as of the Effective Date stated above.

When the context requires, singular nouns and pronouns include the plural.

LESSOR:

  
Edmund Young Van Zandt



THE STATE OF California §  
§  
COUNTY OF Los Angeles. §

This instrument was acknowledged before me on the 16<sup>th</sup> day of April, 2010, by Edmund Young Van Zandt.

  
Notary Public